

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

DOGWOOD MANOR SUBDIVISION, SECTION "B"

THIS DECLARATION, made on the date hereinafter set forth by WHITE DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Olive Branch, County of DeSoto, State of Mississippi, which is more particularly described as:

LOTS 29-62, SECTION "B", in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 67, Page 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DOGWOOD MANOR

STATE MS. - DESOTO CO.
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HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

LOTS 97 and 98 as shown in Section "A", DOGWOOD MANOR SUBDIVISION, as previously recorded in Declarations of Covenants, Conditions and Restrictions of DOGWOOD MANOR SUBDIVISION, SECTION "A", in Book 297, Page 130, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WHITE DEVELOPMENT CORPORATION.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to each dedication, dissolution or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his

family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1st., 2002.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$50.00 per year. However, no annual assessment shall be due by the Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose. It is expressly understood that all streets located on or in the common area shall be maintained by the Association and not be deemed city streets at any time nor be maintained by the appropriate governing body.

Section 5. Notice and Quorum for an Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three

(3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. The Declaration of Covenants, Conditions and Restrictions of DOGWOOD MANOR SUBDIVISION, SECTION "A", as recorded in Book 297, Page 130, in the Office of the Chancery Clerk of DeSoto County, Mississippi, is hereby incorporated herein by reference as if fully copied and written thereto. This filing of the Declaration of Covenants, Conditions and Restrictions of DOGWOOD MANOR SUBDIVISION, SECTION "B" is an extension and modification of the original Homeowners' Association as shown thereto.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 14th day of April, 2000.

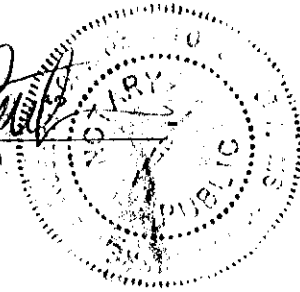
WHITE DEVELOPMENT CORPORATION

BY: Tommy L. White, Jr. - President
TOMMY L. WHITE, JR.
PRESIDENT
DECLARANT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14th day of April, 2000, within my jurisdiction, the within named TOMMY L. WHITE, JR., who acknowledged that he is President of WHITE DEVELOPMENT CORPORATION, a Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.


Notary Public



My Commission Expires:
June 18, 2000

THIS INSTRUMENT PREPARED BY:
ERIC L. SAPPENFIELD, ATTORNEY AT LAW,
97 STATELINE ROAD EAST, SOUTHAVEN, MS 38671
601-342-2170

letters 4932cov

Dogwood Manor Homeowners Association

P.O. Box 975 ~ Olive Branch, Mississippi 38654

February 26, 2000

We, the members of the Dogwood Manor Homeowners Association hereby give our approval to allow Dogwood Manor, Section B homeowners full membership into the Dogwood Manor Homeowners Association with all rights and privileges and must adhere to all Association covenants and restrictions and are liable for all Association yearly membership dues.

1. Kevin Wood 9714 Dogwood Manor N. DARYL Moore 6825 Charlotte DR
2. Aneji Mann 9740 Dogwood Manor
3. Jim D. Scott 9739 Dogwood Manor N.
4. Nora Jennings 9758 D. Manor N.
5. D.K. Morgan 9764 Dogwood Manor N.
6. [Signature] 9745 Dogwood Manor N.
7. Bobbi Gaffney 9746 Dogwood Manor N.
8. Cheryl Canino 9816 Morgan Meadows Cir
9. James Thorne 9822 Morgan Meadows Cir
10. Betty J. Peirce 9763 Dogwood Manor N.
11. Dana Moody 6870 Dogwood W.
12. Paul Massey 6862 Dogwood Manor West
13. Stephanie Hutcherson 9717 Dogwood Manor S.
14. Scott Polzin 6854 Dogwood Manor W.
15. Kathy Herdend 6833 Charlotte Dr.

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17. Cindy Hester 9779 Dogwood Manor S Cindy Hester
18. Keisti Spamerberger 9829 Morgan Meadows Keisti Spamerberger
19. Angela C. Moseley 984 Michael Lee Ct.
20. Teresa Limes 9908 Dogwood Manor
21. Shannon Bouchillon 9711 Dogwood Manor S. Shannon Bouchillon (Rob)
22. Martha G. Turner 9729 Dogwood Manor S.
23. Doug's Grace Hood 9737 Dogwood Manor S.
24. Kevin E. Mistry Wilson 9743 Dogwood Manor S.
25. Lorene Bailey 6889 Dogwood Manor W.
26. Lisa Underwood 9805 Morgan Meadows Cove
27. Marilyn Owen 9751 Dogwood Manor W.

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- | | | |
|-----|-----------------------------|-------------------------------|
| 28. | 9806 Michael Lee | James G. Jones |
| 29. | 9818 Michael Lee | |
| | Dr. J. Jones | |
| 30. | 9821 Michael Lee | Bill Graham |
| 31. | 9825 Michael Lee | Shirley Graham |
| | 9827 | John C. Jones |
| | 9811 Michael Lee Cove | Kevin Morley |
| | (wife already signed) | Daniel Lawrence |
| 32. | 9785 Dogwood Manor S | Donna Grimes |
| 33. | 6844 Charlotte | Tammy M. Hearn |
| 34. | 6836 Charlotte | Kathy P. Jones * check on pay |
| 35. | 6828 Charlotte | Carl Sweet |
| 36. | 6857 Dogwood Manor W. | John A. Jones |
| 37. | 6865 Dogwood Manor W. | Shelia M. Jones |
| 38. | 9733 Dogwood Manor | Jeff D. Jones |
| 39. | 9720 Dogwood Manor N. | 9724 Dogwood Manor |
| 40. | Danny Anderson | |

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41. James S. D. D.
8881 Dogwood Manor W
Olive Branch MS 38654

42. James S. D. D.
9811 Morgan Meadows Cv.
Morgan Meadows Cv.

43. 9823 Paul Andrew

~~9823~~

44. 9834 Vicki Taylor
Morgan Meadows Cv.

45. Gail Warren

~~9804~~ 9804 Morgan Meadows Cv.

46. Jeann Jarr

47. 9824 Michael Lee Cv.

9830 Michael Lee Cv.

~~9819~~

47. 9819 Michael Lee Cv.

48. 9803 Michael Lee

49. Stephanie Jacques

9797 Dogwood Manor S.

N/A 9791 Dogwood Manor S.

50. Tommy L. White Jr.

6873 Dogwood Manor W

51. Tommy L. White Jr.

9734 Dogwood Manor W

52. Tommy L. White Jr.

9810 Morgan Meadows Cv.

53. Tommy L. White Jr.

9828 Morgan Meadows Cv.